



December 12, 2024

Via ECF

Hon. Justin T. Quinn, U.S.M.J.
District of New Jersey
402 E State Street
Trenton, New Jersey 08609

Re: 1735 Jersey Ave LLC v. Luxe Living Design, LLC
Case No. 3:24-cv-06175
1735 Jersey Ave LLC v. Luxe Living Design, LLC et al.
Case No. 3:24-cv-06168

Dear Magistrate Judge Quinn,

I am an attorney with the law firm of Twersky PLLC, counsel for Defendant Luxe Living Design, LLC (“Defendant” or “Tenant”) in the captioned matter. I respectfully submit this letter in response to Plaintiff 1735 Ave LLC’s (“Plaintiff” or “Landlord”) Letter filed on December 11, 2024 (“Letter”), D.E. 44.¹

Plaintiff’s Letter purports to update the Court on the status of the roof repair at the Property. Plaintiff claims “that [the] roof over the area leased by Defendant, Luxe Living Design, LLC (“Tenant”) has been replaced and all leaks have been ameliorated.” *See* Letter, D.E. 44. However, Defendant has not yet been able to verify this statement and needs Landlord to give it access to the roof in order to inspect it and confirm it is fully repaired. Therefore, I respectfully request that the Court give Defendant time to do so, and direct Landlord to authorize the roof inspection, before entering any order regarding the rent, or adjusting the rent amount.

Additionally, because the Commencement Date of the Lease is in dispute – as this goes to the very heart of the matter – should the Court deem it appropriate to increase the current rent amount at all, that rent amount should not be increased above the original rent amount noted in the Lease, of \$248,000.00.

If the Court requires additional briefing on this matter, Defendant requests a briefing schedule be issued. Thank you in advance for Your Honor’s understanding.

Respectfully yours,


Aaron Twersky, Esq.

¹ The Docket Entries noted in this letter are from Case No. 3:24-cv-06168.